

EXHIBIT D

RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT (this “Agreement”) is dated as of July 3, 2018 and is entered into by and among 8 North, LLC (“8 North”), Axis Exploration, LLC (“Axis”, and together with 8 North, the “Ratifying Parties”), Extraction Oil & Gas, Inc. (“Producer”) and Elevation Midstream, LLC (“Elevation”). 8 North, Axis, Producer and Elevation are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Producer and Elevation entered into (i) that certain Gas Gathering and Compression Agreement dated as of the date hereof (the “Gas Gathering Agreement”), (ii) that certain Crude Oil Gathering and Stabilization Agreement (the “Crude Gathering Agreement”) dated as of the date hereof, and (iii) that certain Produced Water Gathering Agreement dated as of the date hereof (the “Water Gathering Agreement”, and together with the Gas Gathering Agreement and the Crude Gathering Agreement, the “Commercial Agreements”); and

WHEREAS, the Parties desire to enter into this Agreement to clarify certain responsibilities and obligations of the Ratifying Parties with respect to the Commercial Agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and covenant as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings given to such terms in the Commercial Agreements.

2. Dedication.

(a) The Ratifying Parties hereby ratify and confirm the dedication of all of their interests in (i) the Dedicated Interests and other Property Rights and Other Interests and (ii) the dedicated Gas, Crude Oil and Water, as the case may be, under the Commercial Agreements to the extent provided for in the Commercial Agreements (including with respect to any after acquired interests) and agree that such interests will be dedicated to Elevation and to the performance of the Commercial Agreements, subject to the terms in the Commercial Agreements.

(b) The Dedication and the Delivery Obligation, the grant of servitude provided and other Property Rights and Producer’s covenants under Section 2.3 of each of the Commercial Agreements, together with all other related commitments in the Commercial Agreements and the matters set forth in GTC Section XV(a), GTC Section XV(b) and GTC Section XV(c) of each of the Commercial Agreements are not merely contract rights but are covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying Gas, Crude Oil, Water, lands, leases and wells) and, in addition, are binding upon the successors and assigns of Dedicated Interests and/or the undersigned’s Gas, Crude Oil and Water, as the case may be. The undersigned acknowledges and agrees that the Dedication and Delivery Obligation made

hereunder and under the Commercial Agreement assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns, without which, Elevation would be unwilling to enter into or perform under the Commercial Agreements.

3. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without reference to conflicts of law principles thereof that might apply the laws of another jurisdiction.

4. Assignment. No Party shall have the right to assign this Agreement without the prior written consent of the other Parties, except for assignments permitted under the Commercial Agreements.

5. Conflict. The Parties have agreed that this Agreement is executed solely for the purpose of the ratification contemplated herein and shall not amend or modify the Commercial Agreements in any way. In the event of a conflict between this this Agreement and the Commercial Agreements, the Commercial Agreements shall govern in all respects.

6. Counterparts. This Agreement may be executed in one or more counterparts, including those delivered by facsimile or other electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the Parties has received this Agreement duly executed by the other Parties.

7. Several Liability. Notwithstanding anything else contained in this Agreement, all obligations of the Ratifying Parties and Producer under this Agreement shall be several and not joint.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first written above.

8 NORTH:

8 NORTH, LLC

By: _____

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

AXIS:

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer